

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE**

TEKLINKS, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	CIVIL ACTION NO. 3:15-cv-908
PRESYS DATA, LLC,)	
)	
Defendant.)	
)	

DEFENDANT’S RESPONSE TO STATEMENT OF MATERIAL FACTS

COMES NOW Defendant PreSys Data, LLC. (“Defendant”), in the above-styled action, and in opposition of Plaintiff TekLinks, Inc.’s (“Plaintiff”) Motion for Summary Judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure and responds to Plaintiff’s Statement of Material Facts.

1. At Defendant’s request, Plaintiff provided certain goods and services (the “Products”) to Defendant at 101 Forrest Crossing Blvd., Suite 107, Franklin, Tennessee 37064 and 103 Confederate Drive, Suite 2, Franklin, Tennessee 37064, as demonstrated by and more specifically described in multiple invoices dated December 16, 2014 through April 20, 2015 (collectively, the “Invoices”), which Plaintiff has previously sent to Defendant. *See* Complaint ¶ 6; Answer ¶ 6.

RESPONSE: The amount of the invoices mentioned in Paragraph 1 is disputed. Plaintiff asserts that discovery is needed to determine the proper amount.

2. On June 10, 2015, Plaintiff sent a letter to Defendant demanding payment in full of all amounts owed under the Invoices (the “Demand Letter”). *See* Complaint ¶ 8; Answer ¶ 8.

RESPONSE: The facts in Paragraph 2 are not disputed.

3. As stated in the affidavit of Robert K. Mills, Chief Financial Officer of Plaintiff (the "Affidavit"), filed concurrently herewith, Defendant has refused and/or failed to make any payments to Plaintiff on the amount owed under the Invoices, after demand. Affidavit ¶ 5.

RESPONSE: Defendant disputes it has refused to make payments. As stated in the affidavit of Jim Adams, Chief Executive Officer of Defendant, in June 2015 Defendant offered Plaintiff a good faith payment of \$120,000. Plaintiff refused this payment and responded he was only interested in payment in full. Upon receipt of the demand letter, Defendant offered multiple payment plans that were refused by Plaintiff.

4. As of October 6, 2015, after applying all credits due under the Invoices, the total amount owed under the Invoices is \$416,234.78, plus interest at the rate of 1.5% per month, which continues to accrue (the "Indebtedness"). This amount is verified by the Affidavit. Affidavit ¶ 6.

RESPONSE: The amount in Paragraph 4 is disputed. Plaintiff asserts that discovery is needed to determine the proper amount.

Respectfully submitted:

/s/ Jill M. Hudson

Jill M. Hudson
TN BPR 33362
1031 Westhaven Blvd.
Franklin, TN 37064
(615)794-3422

Jeff Riden
TN BPR 32769
849 Aviation Parkway
Smyrna, TN 37167
(615) 414-3524

CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served via electronic mail and United States Mail, postage prepaid, upon the following:

Leland Murphree
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, AL 35203-1000

Jonathan B. Harris
Morgan, Akins & Clark, PLLC
2000 Richard Jones Road, Ste. 260
Nashville, TN 37215

/s/ Jill M. Hudson _____
Jill M. Hudson